

NAULTY, SCARICAMAZZA & McDEVITT, LLC

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-ALSO MEMBER OF NY BAR

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Of Counsel

November 28, 2017

Direct E-Mail:
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VIA E-MAIL: www.pittsburghsubpoena.com

Pittsburgh Subpoena
606 Grant Street
USS Tower 660
Pittsburgh, PA 15219

**RE: Nationwide General Insurance Company as Subrogee of Norman and Debra
Dawkins v. DirectSat USA, LLC
D/L: 9/10/15
Our File Number: Z256-33036**

Dear Sir/Madam:

I have enclosed Defendant, DirectSat USA, LLC's Joinder Complaint against Additional Defendant, Duquesne Power and Light in connection with the above-captioned matter.

Kindly obtain service of process upon the Additional Defendant at the following location:

***Duquesne Power and Light
411 Seventh Avenue
Pittsburgh, PA 15219***

Once the Additional Defendant is served, kindly provide Proof of Service so I may file same with the Court.

If you have any questions or concerns, please feel free to contact me.

Thank you for your professional courtesy and cooperation in this regard.

Very truly yours,

JOSEPH A. BREYMEIER

JAB/cbc
Enclosure

cc: Jason H. Peck, Esquire
John P. Encarnacion, Esquire
Joseph L. Luvara, Esquire

Cullen, Cathy

From: webmaster.pro@county.allegheny.pa.us
Sent: Tuesday, November 28, 2017 9:51 AM
To: Breymeier, Joe; Cullen, Cathy
Cc: promail@county.allegheny.pa.us
Subject: Dockets approved confirmation CaseID :GD-17-009962

11/28/2017 . Please be advised that the following dockets have been accepted as a filing by the Allegheny County Civil/Family Division.

Production case nbr:GD-17-009962

Description:Nationwide General Ins Co. vs DirectSat USA etal

Status:Approved.

Docket details are as follows:

Case ID:GD-17-009962

Docket Type:CJOIN

Sequence nbr:19

Amount:\$35.00

(There will be an additional 4% service charge on all Credit Card e-filings by the merchant card provider)

Client ID:Z256-33036

Company ID:0

Filing Date:11/21/2017 10:59:36 AM

Filing Time:10:49:36

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**IN THE COURT OF COMMON PLEAS OF ALLEGHENY COUNTY, PENNSYLVANIA
CIVIL DIVISION**

COVER SHEET

Plaintiff(s) NATIONWIDE GENERAL INSURANCE COMPANY, as Subrogee of Norman and Debra Dawkins	CIVIL DIVISION
	Case Number : GD-17-009962
	Type of pleading : Joinder Complaint
	Code and Classification :
	Filed on behalf of Defendant, DirectSat USA, LLC
	(Name of the filing party)
	<input checked="" type="checkbox"/> Counsel of Record <input type="checkbox"/> Individual, If Pro Se
Defendant(s) Vs DIRECTSAT USA, LLC and SEARS HOME IMPROVEMENT PRODUCTS, INC.	Name, Address and Telephone Number : Joseph A. Breymeier, Esquire 1617 John F. Kennedy Blvd. 750 One Penn Center Philadelphia, PA 19103 (215) 568-5116 email: jbreymeier@naulty.com
	Attorney's State ID : 55976
	Attorney's Firm ID :

GD-17-009962

IN THE COURT OF COMMON PLEAS OF ALLEGHENY COUNTY, PENNSYLVANIA

NATIONWIDE GENERAL INSURANCE
COMPANY as Subrogee of Norman and Debra
Dawkins

vs

DIRECTSAT USA, LLC and SEARS HOME
IMPROVEMENT PRODUCTS, INC.

vs

DUQUESNE POWER AND LIGHT
411 Seventh Avenue
Pittsburgh, PA 15219

CIVIL DIVISION

NO. GD-17-009962

JOINDER COMPLAINT

NOTICE TO DEFEND

YOU HAVE BEEN SUED IN COURT. If you wish to defend against the claims set forth in the following pages, you must take action with TWENTY (20) days after this Complaint and notice are served, by entering a written appearance personally or by attorney and filing in writing with the Court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you a Judgment, may be entered against you by the Court without further notice for any money claimed in the Complaint or for any other claim or relief requested by the plaintiff. You may lose money or property or other rights important to you. **YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.**

Lawyer Referral Service
The Allegheny County Bar Association
920 City-Council Building
414 Grant Street
Pittsburgh, PA 15219
(412) 261-5555

IN THE COURT OF COMMON PLEAS OF ALLEGHENY COUNTY, PENNSYLVANIA

NATIONWIDE GENERAL INSURANCE
COMPANY as Subrogee of Norman and Debra
Dawkins

vs

DIRECTSAT USA, LLC and SEARS HOME
IMPROVEMENT PRODUCTS, INC.

vs

DUQUESNE POWER AND LIGHT
411 Seventh Avenue
Pittsburgh, PA 15219

CIVIL DIVISION

NO. GD-17-009962

JOINDER COMPLAINT

**DEFENDANT DIRECTSAT USA, LLC'S JOINDER COMPLAINT AGAINST
PROPOSED ADDITIONAL DEFENDANT, DUQUESNE POWER AND LIGHT**

Defendant, DirectSat USA, LLC ("Moving Defendant"), by and through its undersigned counsel, hereby files its Joinder Complaint against Additional Defendant, Duquesne Power and Light, and avers as follows.

1. Plaintiff, Nationwide General Insurance Company as Subrogee of Norman and Debra Dawkins, initiated this case by way of Civil Action - Complaint on or about July 13, 2017. *(A true and correct copy of Plaintiff's Complaint is attached hereto as Exhibit "A").*
2. Moving Defendant timely filed its Answer with New Matter on or about August 22, 2017. *(A true and correct copy of Moving Defendant's Answer with New Matter is attached hereto as Exhibit "B").*
3. Based upon reasonable belief, Third Party Defendant, Duquesne Power and Light, is a Pennsylvania company/corporation/partnership/sole business with a principal place of business located at 411

Seventh Avenue - Pittsburgh, Pennsylvania 15219.

4. In its Complaint, the Plaintiff is alleging, *inter alia*, that Mr. and Mrs. Dawkins sustained significant property damage to their home when a power line owned and/or operated by Duquesne Power and Light struck a satellite dish attached to the residence. *Exhibit A* at ¶ 12.

5. Without admitting same, Moving Defendant incorporates by reference herein, the allegations set forth in Plaintiff's Complaint as if same are set forth more fully herein at length.

6. The alleged incident referred to in the Plaintiff's Complaint, the facts of which are specifically denied by Moving Defendant, if determined to actually have occurred, was not the result of a lack of due care or negligence on the part of Moving Defendant but rather, due to the negligence, carelessness and/or recklessness of Additional Defendant, Duquesne Power and Light.

7. If this action should proceed to trial, it is believed and therefore averred, that Duquesne Power and Light is either solely negligent for Plaintiff's alleged damages or liable over to Moving Defendant by way of contribution and/or indemnity, contractually and/or otherwise, as well as attorney's fees and costs.

8. Moving Defendant joins Duquesne Power and Light to protect its right to contribution and/or indemnification in the event it is determined that Additional Defendant is liable over to Moving Defendant.

9. In the event the allegations in Plaintiff's Complaint are proven at trial, then Duquesne Power and Light is solely liable, jointly and severally liable, or liable over to Moving Defendant in contribution and/or indemnity for, the causes of action set forth in Plaintiffs' Complaint and/or the cause of action set forth above.

WHEREFORE, Moving Defendant, DirectSat USA, LLC, demands that Additional Defendant, Duquesne Power and Light, be judged solely liable, jointly and/or severally liable, or liable over to Moving Defendant by way of contribution and/or indemnity, together with counsel fees and costs.

COUNT I - NEGLIGENCE
DEFENDANT, DIRECTSAT USA, LLC

vs.

ADDITIONAL DEFENDANT, DUQUESNE POWER AND LIGHT

10. Moving Defendant, DirectSat USA, LLC, hereby incorporates by reference its allegations contained in Paragraphs 1 through 9 as if same were more fully set forth at length herein.

11. The subject accident was caused solely by the negligent, careless or reckless acts and/or omissions of Additional Defendant, Duquesne Power and Light, and/or by its agents, servants, workmen, and/or employees who were working within the course and scope of their employment.

12. The negligence and carelessness of Additional Defendant, Duquesne Power and Light, consisted of the following:

- a. Failing to properly and/or adequately inspect and/or maintain its power lines in the vicinity of the accident;
- b. Failing to properly and/or adequately warn persons, including Mr. And Mrs. Dawkins, of the dangerous and/or hazardous condition of the power lines;
- c. Failing to repair, renew, renovate or reconstruct the power lines when Moving Defendant knew and/or should have known of the dangerous and/or hazardous condition of such power lines;
- d. Failing to properly and/or adequately, train, manage and/or supervise their agents, servants, workmen, and/or employees;
- e. Permitting dangerous, defective and/or hazardous power lines to exist where the accident occurred;
- f. Allowing a dangerous and/or hazardous condition to occur and/or continue to exist at the subject premises;
- g. Failing to properly maintain safety at the subject premises;
- h. Creating unreasonably dangerous and/or hazardous conditions at the subject premises;
- i. Failing to provide adequate warning of the unreasonable dangerous and/or hazardous condition(s) at the subject premises;
- j. Failing to warn Mr. and Mrs. Dawkins and/or others similarly situated of the dangerous and/or hazardous condition(s) at the subject premises;
- k. Failing to eliminate and/or otherwise correct unreasonably dangerous and/or hazardous condition(s), which constituted a risk to persons such as Mr. and Mrs.

Dawkins at the subject premises;

- l. Causing, increasing and/or enhancing the dangers and/or hazards associated with ~~h~~ power lines at the subject premises; and
- m. Failing to perform its electricity and/or power supply functions in a manner that would eliminate the hazard to homeowners such as Mr. and Mrs. Dawkins.

13. In the event the allegations in Plaintiff's Complaint are proven at trial, then Additional Defendant, Duquesne Power and Light, is solely liable to the Plaintiff, jointly and severally liable with Moving Defendant, DirectSat USA, LLC, or liable over to Moving Defendant in contribution and/or indemnity for, the causes of action set forth in Plaintiff's Complaint and/or the cause of action set forth above.

WHEREFORE, Moving Defendant, DirectSat USA, LLC, demands that Additional Defendant, Duquesne Power and Light, be judged solely liable, jointly and/or severally liable, or liable over to Moving Defendant by way of contribution and/or indemnity, together with counsel fees and costs.

NAULTY, SCARICAMAZZA & McDEVITT, LLC.

BY: 

JOSEPH A. BREYMEIER, ESQUIRE
Attorney for Defendant,
DirectSat USA, LLC
1617 John F. Kennedy Boulevard
750 One Penn Center
Philadelphia, PA 19103
(215) 568-5116

VERIFICATION

I, JOSEPH A. BREYMEIER, ESQUIRE, hereby verify that I am the attorney for the Defendant herein and that the facts set forth in the foregoing *Joinder Complaint* are true and correct to the best of my knowledge, information and belief. I understand that false statements herein are made subject to the penalties of 18 Pa. C.S. §4904 relating to unsworn falsification to authorities.


JOSEPH A. BREYMEIER, ESQUIRE

IN THE COURT OF COMMON PLEAS OF ALLEGHENY COUNTY, PENNSYLVANIA

**NATIONWIDE GENERAL INSURANCE
COMPANY** as subrogee of Norman and Debra
Dawkins
One West Nationwide Boulevard
Columbus, Ohio 43215

CIVIL DIVISION

Plaintiff,

CASE NO. **GD-17-009962**

v.

COMPLAINT

DIRECTSAT USA, LLC
479 Shoemaker Road, Suite 106
King of Prussia, Pennsylvania 19406
c/o Corporation Service Company
251 Little Falls Drive
Wilmington, Delaware 19808

Filed on Behalf of:
**NATIONWIDE GENERAL INSURANCE
COMPANY**

Counsel for Plaintiff:
John P. Encarnacion
PA I.D. # 83990

and

**SEARS HOME IMPROVEMENT
PRODUCTS, INC.**
3333 Beverly Road, D768
Hoffman Estates, Illinois 60179
c/o CT Corporation System
208 South La Salle Street, Suite 814
Chicago, Illinois 60604

1601 Market Street, Suite 1040
Philadelphia, PA 19103
(215) 762-9432
john.encarnacion@nationwide.com

Defendants.

JURY TRIAL DEMANDED

NOTICE TO PLEAD:

TO DEFENDANT:
YOU ARE HEREBY NOTICED TO PLEAD
TO THE ATTACHED COMPLAINT WITHIN
TWENTY (20) DAYS FROM SERVICE
HEREOF OR A DEFAULT JUDGMENT
MAY BE ENTERED AGAINST YOU.



Attorney for Plaintiff



IN THE COURT OF COMMON PLEAS OF ALLEGHENY COUNTY, PENNSYLVANIA

NATIONWIDE GENERAL INSURANCE
COMPANY as subrogee of Norman and Debra
Dawkins
One West Nationwide Boulevard
Columbus, Ohio 43215

CIVIL DIVISION

CASE NO.

Plaintiff,

COMPLAINT

v.

DIRECTSAT USA, LLC
479 Shoemaker Road, Suite 106
King of Prussia, Pennsylvania 19406

and

SEARS HOME IMPROVEMENT
PRODUCTS, INC.
3333 Beverly Road, D768
Hoffman Estates, Illinois 60179

Defendants.

NOTICE TO DEFEND

YOU HAVE BEEN SUED IN COURT. If you wish to defend against the claims set forth in the following pages, you must take action within **TWENTY (20)** days after this complaint and notice are served, by entering a written appearance personally or by attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you a judgement. may be entered against you by the court without further notice for any money claimed in the complaint or for any other claim or relief requested by the plaintiff. You may lose money or property or other rights important to you. **YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.**

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IN THE COURT OF COMMON PLEAS OF ALLEGHENY COUNTY, PENNSYLVANIA

**NATIONWIDE GENERAL INSURANCE
COMPANY** as subrogee of Norman and Debra
Dawkins
One West Nationwide Boulevard
Columbus, Ohio 43215

CIVIL DIVISION

CASE NO.

Plaintiff,

COMPLAINT

v.

DIRECTSAT USA, LLC
479 Shoemaker Road, Suite 106
King of Prussia, Pennsylvania 19406

and

**SEARS HOME IMPROVEMENT
PRODUCTS, INC.**
3333 Beverly Road, D768
Hoffman Estates, Illinois 60179

Defendants.

COMPLAINT

Plaintiff Nationwide General Insurance Company as subrogee of Norman and Debra Dawkins, by and through its counsel, respectfully submits this Complaint against Defendants DirectSAT USA, LLC and Sears Home Improvement Products, Inc., averring in support thereof as follows:

PARTIES

1. Plaintiff Nationwide General Insurance Company ("Nationwide") is an Ohio corporation, with its principal place of business at One West Nationwide Boulevard, Columbus, Ohio. At all times relevant, Nationwide was duly authorized to engage in the business of issuing policies of insurance throughout the United States, including the Commonwealth of Pennsylvania.

2. Upon information and belief, Defendant DirectSat USA, LLC ("DirectSat") is a Delaware Limited Liability Company, with its principal place of business at 479 Shoemaker Road, Suite 106, King of Prussia, Pennsylvania 19406. At all times relevant, DirectSat was an authorized installation and service provider for DIRECTV throughout Pennsylvania, including Allegheny County.

3. Upon information and belief, Defendant Sears Home Improvement Products, Inc. ("Sears Home") is a Pennsylvania Corporation, with its principal place of business located at 3333 Beverly Road, D768, Hoffman Estates, Illinois 60179. At all times relevant, Sears Home was engaged in the business of providing repair, maintenance, and home improvement services, such as roofing, including in Allegheny County.

4. Nationwide issued an insurance policy, No. 54 37 HP 427472 (the "Policy"), to Norman and Debra Dawkins (collectively, the "Dawkinses"). The policy provided property insurance coverage for Dawkins' property located at 400 Bark Street, Pittsburgh, Pennsylvania.

JURISDICTION AND VENUE

5. This Court has jurisdiction of this action pursuant to 42 Pa. Stat. Ann. § 931.

6. Venue is proper in Allegheny County pursuant to Rules 2103 and 2179 of the Pennsylvania Rules of Civil Procedure. Defendants regularly conduct business in Allegheny County, and Allegheny County is where the cause of action arose.

GENERAL AVERMENTS

7. In May 2014, the Dawkinses retained Sears Home to install a new roof at their home located at 400 Bark Street, Pittsburgh, Pennsylvania. The job number was 17160171. A copy of an invoice or estimate for the work cannot be located by Plaintiff or the Dawkinses in their records, as it was likely lost during damage to the house. Upon information and belief, Sears

Home has possession of a copy of the documents, which would set forth the terms of the home improvement work.

8. As of May 2014, the Dawkinses had satellite television service with DIRECTV. Upon information and belief, Sears Home requested the Dawkinses to contact DIRECTV to temporarily remove the satellite dish on the roof.

9. The Dawkinses called DIRECTV, and, upon information and belief, DirectSat, as an authorized service provider for DIRECTV, removed the Dawkinses' satellite dish.

10. Sears Home installed the new roof, and at some point during the process, DirectSat reinstalled the satellite dish.

11. In or about August 2014, the Dawkinses canceled their service with DIRECTV. DirectSat, however, did not remove the satellite dish from the Dawkinses' roof.

12. On or about September 10, 2015, a fire occurred at the Dawkinses' house. Damage to the property included the roof, garage, stairs, bathrooms, storage area, kitchen, dining room, hallway, living room, and bedrooms. Upon information and belief, the cause of the failure was overhead Duquesne Light power lines being in contact with the DIRECTV equipment, which energized the roof's aluminum overhang and roof structure, causing ignition.

13. The Dawkinses submitted a claim to Nationwide for the damages sustained to the property. Nationwide honored their claim, making payments in the amount of \$134,387.71, while the Dawkinses incurred a deductible of \$1,000.00, for total damages of \$135,387.71.

Pursuant to the insurance policy and through the equitable right of subrogation, Nationwide is subrogated to the Dawkinses' rights and claims against the parties whose actions caused the loss.

**COUNT I:
NEGLIGENCE VS. DIRECTSAT USA, LLC**

14. Plaintiff hereby incorporates by reference the allegations contained in paragraphs one through thirteen as though fully set forth herein at length.

15. DirectSat owed a duty of care to the Dawkinses to properly remove, reinstall, and service the satellite dish in the Dawkinses' property.

16. DirectSat, directly and by and through its employees, agents, servants, subcontractors and/or workmen, breached its duty of care owed to the Dawkinses in one or more of the following ways:

- a. failing to properly remove and reinstall the satellite dish in the Dawkinses' home;
- b. reinstalling the satellite dish in a manner that DirectSat knew or reasonably should have known created an unreasonable risk of harm;
- c. failing to properly reinstall the satellite dish to prevent it from causing a fire and damaging the Dawkinses' property;
- d. mounting the satellite dish too close to the power lines, which caused the power lines to contact the satellite dish and energize the roof structure;
- e. failing to maintain proper minimum clearance between the satellite dish and the power lines;
- f. failing to remove the satellite dish after the Dawkinses ceased their service with DIRECTV;
- g. failing to select competent and skilled employees to perform the work;
- h. failing to properly supervise its agents, servants, workman and/or employees in the performance of their work;
- i. failing to apply to the work the degree of skill that would ordinarily and customarily be brought to such work by competent and skilled servicemen and/or contractors in and

about the relevant community; and

j. failing to use due care under the circumstances.

17. DirectSat's negligence was a direct and proximate cause of the fire and the resulting damage.

18. DirectSat is liable for all damages to the Dawkinses' property that were caused by the loss and paid by Nationwide.

WHEREFORE, Plaintiff demands judgment against Defendant DirectSat USA, LLC for damages totaling \$135,387.71, together with interest, costs of suit, and such other relief the court may deem appropriate.

**COUNT II:
NEGLIGENCE VS. SEARS HOME IMPROVEMENT PRODUCTS, INC.**

19. Plaintiff hereby incorporates by reference the allegations contained in paragraphs one through eighteen as though fully set forth herein at length.

20. Sears Home owed a duty of care to the Dawkinses to properly replace the roof in the Dawkinses' property.

21. Sears Home, directly and by and through its employees, agents, servants, subcontractors and/or workmen, breached its duty of care owed to the Dawkinses in one or more of the following ways:

- a. failing to properly replace the roof in the Dawkinses' home;
- b. replacing the roof in a manner that DirectSat knew or reasonably should have known created an unreasonable risk of harm;
- c. failing to properly replace the roof to prevent it from causing a fire and damaging the Dawkinses' property;
- d. performing work on the roof that caused a change in the manner in which the satellite dish could be reinstalled on

- the roof;
- e. failing to maintain proper minimum clearance between the satellite dish and any conductive items on the roof;
- f. failing to select competent and skilled employees to perform the work;
- g. failing to properly supervise its agents, servants, workman and/or employees in the performance of their work;
- h. failing to apply to the work the degree of skill that would ordinarily and customarily be brought to such work by competent and skilled servicemen and/or contractors in and about the relevant community; and
- i. failing to use due care under the circumstances.

22. Sears Home's negligence was a direct and proximate cause of the fire and the resulting damage.

23. Sears Home is liable for all damages to the Dawkinses' property that were caused by the loss and paid by Nationwide.

WHEREFORE, Plaintiff demands judgment against Defendant Sears Home Improvement Products, Inc. for damages totaling \$135,387.71, together with interest, costs of suit, and such other relief the court may deem appropriate.

**COUNT III:
BREACH OF CONTRACT VS. SEARS HOME IMPROVEMENT PRODUCTS, INC.**

24. Plaintiff hereby incorporates by reference the allegations contained in paragraphs one through twenty-three as though fully set forth herein at length.

25. The Dawkinses entered into an agreement with Sears Home for Sears Home to replace the roof.

26. An expressed and/or implied term of the agreement was that Sears Home would exercise reasonable skill and due care in replacing the roof in the Dawkinses' property.

27. Through its failure to properly replace the roof, including performing work that caused a change in the manner in which the satellite dish could be reinstalled in the Dawkins' property, detailed in Count I, Sears Home failed to exercise reasonable skill and due care, thereby breaching the contract.


28. Sears Home's breach of contract was the direct and proximate cause of the damages to the Dawkins' property.

29. Sears Home is liable for all damages to the Dawkins' property that were caused by the loss and paid by Nationwide.

WHEREFORE, Plaintiff demands judgment against Defendant Sears Home Improvement Products, Inc. for damages totaling \$135,387.71, together with interest, costs of suit, and such other relief the court may deem appropriate.

Date: 7/13/17

Respectfully Submitted,

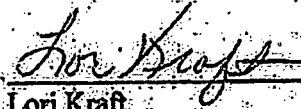

John P. Encarnacion, Esquire
PA I.D. # 83990

1601 Market Street, Suite 1040
Philadelphia, PA 19103-7395
(215) 762-9432
john.encarnacion@nationwide.com

Attorneys for Plaintiff
Nationwide General Insurance Company
a/s/o Norman and Debra Dawkins

VERIFICATION

I, Lori Kraft, representative of Nationwide General Insurance Company, verify that the facts set forth in the foregoing **CIVIL COMPLAINT**, are true and correct to the best of my knowledge, information and belief. I understand that any false statements made herein are subject to the penalties of 18 Pa. C.S. § 4904 relating to unsworn falsification to authorities.



Lori Kraft
Nationwide General Insurance Company

Dated:

New Search Sheriff History Docket Report Account Information

GD-17-009962

Nationwide General Ins Co. vs DirectSet USA et al

Filing Date:	07/13/2017	Case Type:	Other Tort
Filing Time:	04:42:21	Court Type:	General Docket
Related Cases:		Current Status:	Complaint
Consolidated Cases:		Jury Requested:	J
Judge:			
Amount In Dispute:	\$ 135387.71		

Collapse All

Parties

Count: 4

Litigants

Search

LName	FName	MI	Type	Address	Initial Service Completion	Attorney
Nationwide General Insurance Company			Plaintiff	One West Nationwide Blvd, Columbus OH 43215	--	John P Encarnacion
Sears Home Improvement Products Incorporated			Defendant	208 South LaSalle Street Suite 814 Chicago IL 60604	--	
DirectSet USA LLC			Defendant	251 Little Falls Drive Wilmington DE 19808	--	

Showing 1 to 3 of 3 rows

Attorney

Search

LName	FName	MI	Type	Address	Phone
Encarnacion	John	P	Plaintiff's Attorney	1601 Market Street Suite 1040 Philadelphia PA 19103	

Showing 1 to 1 of 1 rows

Non Litigants

Search

LName	FName	MI	Type	Address	Phone
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No matching records found

Docket Entries

Count: 1

Search




Filing Date	Docket Type	Docket Text	Filing Party	Document
7/13/2017	Complaint		Nationwide General Insurance Company	Document 1

Showing 1 to 1 of 1 rows

Allegheny County

<https://dcr.alleghenycounty.us/Civil/PublicSearchByCaseNumber.aspx?C...>

-- Event Schedule				Count: 0
<div>Search</div>				<div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div></div>
Event Scheduled	Event Date & Time	Room Number	Judge/Hearing Officer	
No matching records found				

-- Services								Count: 0
Search								  
Case	Name	Service Address	Person Served	Served By	Service Date	Service Time	Status	
No matching records found								

[Collapse All](#)

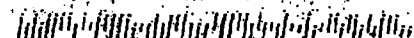
der Complaint Pg. 23 of 40



7014 0510 0001 1798 2798

LAW OFFICES
1601 Market Street, Suite 1040
Philadelphia, PA 19103

DIRECTSAT USA, LLC
c/o Corporation Service Company
251 Little Falls Drive
Wilmington, Delaware 19808



FIU-1-A



CITY OF PITTSBURGH
FIRE INVESTIGATION UNIT
PRELIMINARY FIRE INVESTIGATION REPORT

CASE FILE #: A-15-380

POLICE CCR #: 172004

FIRE CCR #: 34004

FIRE DATE: 9/10/15	TIME OF ALARM: 0616 HOURS	NEIGHBORHOOD: Perry-South	CENSUS #: 2614
REQUEST FOR INVESTIGATION BY: Marks, Michael		TITLE: BATTALION CHIEF	
INVESTIGATION DATE: 9/10/15	TIME NOTIFIED: 0632 HOURS	TIME ON SCENE: 0637 HOURS	
DATE/TIME SCENE COMPLETED: 9/10/15@0930hrs		SCENE RELEASED TO: Dawkins, Norman & Debra	
TYPE OF STRUCTURE: RESIDENTIAL (A)		WEATHER: RAIN / MILD / 65-70 °F	
DESCRIPTION/CONSTRUCTION OF STRUCTURE: one story ranch, gable roof, asphalt shingles on gable roof, platform frame with brick veneer			
OCCUPANT: Dawkins, Norman & Debra / Moody, Brandon		PHONE: 412-901-8801	
ADDRESS: 400 Bark St., Pgh., PA 15214			
OWNER: Dawkins, Norman & Debra		PHONE: 412-901-8801	
ADDRESS: 400 Bark St., Pgh., PA 15214			
DEATH: <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO INJURIES: <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO SMOKE DETECTORS: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> UNKNOWN			
FIRE CAUSE: <input checked="" type="checkbox"/> ACCIDENTAL <input type="checkbox"/> INCENDIARY <input type="checkbox"/> NATURAL <input type="checkbox"/> UNDETERMINED <input type="checkbox"/> UNDER INVESTIGATION			
PHOTOGRAPHS TAKEN: <input type="checkbox"/> 35MM <input checked="" type="checkbox"/> DIGITAL <input type="checkbox"/> VIDEO		SKETCH MADE: <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	
CANINE TEAM USED: <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		EVIDENCE REMOVED FROM SCENE: <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	
DAMAGE ESTIMATE: \$25,000.00		INSURANCE: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> UNKNOWN	
LEVEL OF ORIGIN: roof	ROOM OF ORIGIN: porch roof	AREA OF ORIGIN: flashing	
HEAT OF IGNITION: electric arc		FIRST MATERIAL IGNITED: ordinary combustibles	
MAIN AVENUES OF FIRE SPREAD: Horizontal then vertical			
STATUS OF INVESTIGATION: <input checked="" type="checkbox"/> UNFOUNDED <input type="checkbox"/> CLEARED BY ARREST <input type="checkbox"/> UNDER INVESTIGATION			
FIRE ZONE: 1-22		FIRST ARRIVING / RESPONDING UNIT: PE#38	
FIRE OFFICIAL IN CHARGE: Marks, Michael		TITLE: BATTALION CHIEF	UNIT #: 4031
POLICE ZONE: 1		PHONE: 412-323-7201	
POLICE OFFICIAL IN CHARGE: Burns		TITLE: DETECTIVE	UNIT #: 38413
FIRE INVESTIGATION TEAM: Burns/Rutkowski		TITLE: Fire Investigators	

SUPPORT PERSONNEL:

Capt. R.P. Rutkowski

Capt. R.P. Rutkowski

REVIEWED BY:

APPROVED BY:

FD-203 02231 [PA] MM DD YY 09 10 2015 Station 38 Incident Number 15-1071169 Exposure 000 No Activity [] Change [] Delete [] Date []		B Property Details Estimated number of residential living units in building of origin whether or not all units became involved 0001 [] Not Residential Number of buildings involved 001 [] Buildings not involved Acres burned [] None [] Less than one acre		C On-site Materials or Products Complete if there were any significant amounts of commercial, industrial, energy or agricultural products or materials on the property, whether or not they became involved Enter up to three codes. Check one or more boxes for each code entered. On-site material (1) 1 [] Bulk storage or warehousing 2 [] Processing or manufacturing 3 [] Packaged goods for sale 4 [] Repair or service On-site material (2) 1 [] Bulk storage or warehousing 2 [] Processing or manufacturing 3 [] Packaged goods for sale 4 [] Repair or service On-site material (3) 1 [] Bulk storage or warehousing 2 [] Processing or manufacturing 3 [] Packaged goods for sale 4 [] Repair or service	
D Ignition Area of fire origin * D1 74 [] Attic; vacant, crawl D2 00 [] Undetermined Heat source * D3 00 [] Undetermined Item first ignited * 1 [] Check box if fire spread was confined to object of origin Type of material first ignited D4 [] Ignited only if item first ignited code is 00 or <70		E Cause of Ignition Check box if this is an exposure report. Skip to section 6 1 [] Intentional 2 [] Unintentional 3 [] Failure of equipment or heat source 4 [] Act of nature 5 [] Cause undetermined after investigation U [] Cause undetermined after investigation Factors Contributing to Ignition Factor contributing to ignition (1) UU [] Undetermined Factor contributing to ignition (2) 1 [] Male 2 [] Female 7 [] Age was a factor Estimated age of person involved 1 [] Male 2 [] Female		F Fire Suppression Factors Enter up to three codes. [] None Fire suppression factor (1) [] Fire suppression factor (2) [] Fire suppression factor (3)	
G Equipment Power Equipment power source [] Stationary 1 [] Portable 2 [] Stationary Portable equipment normally can be moved by one person, is designed for use in multiple locations, and requires no tools to install.		H1 Mobile Property Involved [] None 1 [] Not involved in ignition, but burned 2 [] Involved in ignition, but did not burn 3 [] Involved in ignition and burned		H2 Mobile Property Type & Make Mobile property type [] Mobile property make Year []	
Local Use Pre-fire plan available [] Some of the information presented in this report may be based upon reports from other agencies Arson report attached [] Police report attached Coroner report attached [] Other reports attached		License plate number State VIN Number Year		Mobile property model Year	

11 Structure Type # If fire was in enclosed building or a portable/mobile structure complete the rest of this form <input checked="" type="checkbox"/> 1 Enclosed building <input type="checkbox"/> 2 Portable/mobile structure <input type="checkbox"/> 3 Open structure <input type="checkbox"/> 4 Air supported structure <input type="checkbox"/> 5 Tent <input type="checkbox"/> 6 Open platform (e.g. plaza) <input type="checkbox"/> 7 Underground structure (work areas) <input type="checkbox"/> 8 Connective structure (e.g. tunnels) <input type="checkbox"/> 0 Other type of structure		12 Building Status # <input type="checkbox"/> 1 Under construction <input checked="" type="checkbox"/> 2 Occupied & operating <input type="checkbox"/> 3 Idle, not routinely used <input type="checkbox"/> 4 Under major renovation <input type="checkbox"/> 5 Vacant and secured <input type="checkbox"/> 6 Vacant and unsecured <input type="checkbox"/> 7 Being demolished <input type="checkbox"/> 0 Other <input type="checkbox"/> Undetermined		13 Height Count the floor as part of the highest story Total number of stories at or above grade: 002 Total number of stories below grade: 000		14 Main Floor Size # OR Total square feet: 001 Length in feet: 039 BY Width in feet: 026	
11 Fire Origin # 002 <input type="checkbox"/> Below grade <input type="checkbox"/> Story of fire origin		12 Fire Spread # <input type="checkbox"/> 1 Confined to object of origin <input type="checkbox"/> 2 Confined to room of origin <input checked="" type="checkbox"/> 3 Confined to floor of origin <input type="checkbox"/> 4 Confined to building of origin <input type="checkbox"/> 5 Beyond building of origin		13 Number of Stories Damaged By Flame Count the roof as part of the highest story Number of stories w/ minor damage: 1 to 244 (flame damage) Number of stories w/ significant damage: 25 to 499 (flame damage) Number of stories w/ heavy damage: 50 to 749 (flame damage) Number of stories w/ extreme damage: 75 to 100+ (flame damage)		14 Material Contributing Most To Flame Spread <input type="checkbox"/> Check if no flame spread OR same as material first ignited Section 1 Skip To Item contributing most to flame spread Type of material contributing most of flame spread Required only if item contributing only if item code is 00 or 10	
11 Presence of Detectors # (In area of the fire) <input type="checkbox"/> None present <input checked="" type="checkbox"/> Present <input type="checkbox"/> Skip to section 8		12 Detector Type <input type="checkbox"/> Smoke <input type="checkbox"/> Heat <input type="checkbox"/> Combination smoke - heat <input type="checkbox"/> Sprinkler, water flow detection <input type="checkbox"/> More than 1 type present <input type="checkbox"/> Other <input type="checkbox"/> Undetermined		13 Detector Power Supply <input type="checkbox"/> Battery only <input type="checkbox"/> Hardwire only <input type="checkbox"/> Hardwire with battery <input type="checkbox"/> Plug in <input type="checkbox"/> Hardwire with battery <input type="checkbox"/> Plug in with battery <input type="checkbox"/> Mechanical <input type="checkbox"/> Multiple detectors & power supplies <input type="checkbox"/> Other <input type="checkbox"/> Undetermined		14 Detector Operation <input type="checkbox"/> Wire too small to activate <input type="checkbox"/> Failed to operate (complete section 15) <input type="checkbox"/> Other <input type="checkbox"/> Undetermined	
11 Presence of Automatic Extinguishment System # <input checked="" type="checkbox"/> None present <input type="checkbox"/> Present Complete rest of section 8		12 Type of Automatic Extinguishment System # <input type="checkbox"/> Wet pipe sprinkler <input type="checkbox"/> Dry pipe sprinkler <input type="checkbox"/> Other sprinkler system <input type="checkbox"/> Dry chemical system <input type="checkbox"/> Foam system <input type="checkbox"/> Halogen type system <input type="checkbox"/> Carbon dioxide (CO2) system <input type="checkbox"/> Other special hazard system <input type="checkbox"/> Undetermined		13 System Operation <input type="checkbox"/> Required if fire was within designed range <input type="checkbox"/> Operated & effective (Go to M3) <input type="checkbox"/> Operated & not effective (M3) <input type="checkbox"/> Wire too small to activate (Go to M5) <input type="checkbox"/> Failed to operate (Go to M5) <input type="checkbox"/> Other <input type="checkbox"/> Undetermined		14 Number of Sprinkler Heads Operating <input type="checkbox"/> Required if system operated <input type="checkbox"/> Number of sprinkler heads operating <input type="checkbox"/> Other <input type="checkbox"/> Undetermined	
11 Automatic Extinguishment System # <input checked="" type="checkbox"/> Automatic Extinguishment System Reason <input type="checkbox"/> Required if system failed		12 System Failure Reason <input type="checkbox"/> System shut off <input type="checkbox"/> Not enough agent discharged <input type="checkbox"/> Agent discharged but did not reach fire <input type="checkbox"/> Wrong type of system <input type="checkbox"/> Fire not in area protected <input type="checkbox"/> System components damaged <input type="checkbox"/> Lack of maintenance <input type="checkbox"/> Manual intervention <input type="checkbox"/> Other <input type="checkbox"/> Undetermined		13 Detector Failure Reason <input type="checkbox"/> Required if detector failed to operate <input type="checkbox"/> Power failure, shutoff or disconnect <input type="checkbox"/> Improper installation or placement <input type="checkbox"/> Defective <input type="checkbox"/> Lack of maintenance, includes cleaning <input type="checkbox"/> Battery missing or disconnected <input type="checkbox"/> Battery discharged or dead <input type="checkbox"/> Other <input type="checkbox"/> Undetermined		14 Detector Effectiveness <input type="checkbox"/> Required if detector operated <input type="checkbox"/> Alarmed occupants, occupants responded <input type="checkbox"/> Occupants failed to respond <input type="checkbox"/> There were no occupants <input type="checkbox"/> Failed to alert occupants <input type="checkbox"/> Other <input type="checkbox"/> Undetermined	

A 02231 PA 09 10 2015 38 15-1071169 000 000 2614

MM DD YYYY Station Incident Number * Exposure * No Activity

B Location

☒ Street address 400 BARK ST, PGH

☐ Intersection

☐ In front of

☐ Rear of

☐ Adjacent to

☐ Directions

Number/Holopost Profile Street or Highway

City Pittsburgh

Appt./Suite/Room City

Cross street or directions, as applicable

Street type

State PA Zip Code 15214

C Incident Type *

111 Building fire

Incident type

D Add Given or Received *

1 ☐ Mutual aid received

2 ☐ Automatic aid received

3 ☐ Mutual aid given

4 ☐ Automatic aid given

5 ☐ Other aid given

N ☒ None

Their FIDM Their State

Their Incident Number

E1 Date & Times

Check boxes if alarm always required

Alarm * 09 10 2015 06:16:56

Arrival * 09 10 2015 06:21:16

Controlled ☐

Last Unit 09 10 2015 07:30:09

Cleared ☐

Midnight is 0000

EC Min Sec

F Actions Taken *

11 ☐ Extinguishment by fire

Primary Action Taken (1)

12 ☐ Salvage & overhaul

Additional Action Taken (2)

Additional Action Taken (3)

G1 Resources *

☒ Check this box and skip this section if an apparatus or personnel form is used.

Apparatus Personnel

Suppression 0008 0024

EMS

Other

Check box if resource counts include aid received resources.

G2 Estimated Dollar Losses & Values

LOSSES: Required for all fires if known. Optional for non fires.

Property \$ 005,000

Contents \$ 001,000

PRE-INCIDENT VALUE: Optional

Property \$ 055,000

Contents \$ 000,000

H1 Casualties

Deaths Injuries

Fire Survivors

Civilian

H2 Detector

Required for Confined Fires:

1 ☐ Detector alerted occupants

2 ☐ Detector did not alert them

3 ☐ Unknown

H3 Hazardous Materials Release

N ☐ None

1 ☐ Natural Gas: allow tank, no ventilation or suspect contents

2 ☐ Propane gas: gas tank (as to room and grill)

3 ☐ Gasoline: vehicle fuel tank or portable containers

4 ☐ Kerosene: fuel burning equipment or portable storage

5 ☐ Diesel fuel/fuel oil: vehicle fuel tank or portable

6 ☐ Household solvents: home/office spill, cleaning only

7 ☐ Motor oil: from engine or portable containers

8 ☐ Paint: one paint can, weighing < 15 gallons

0 ☐ Other: Special incident sections required or spill > 15 gal.

I Mixed Use Property

NN Not Mixed

10 ☐ Assembly use

20 ☐ Education use

33 ☐ Medical use

40 ☐ Residential use

51 ☐ Row of storage

53 ☐ Enclosed mall

58 ☐ Bus, a Residential

59 ☐ Office use

60 ☐ Industrial use

63 ☐ Military use

65 ☐ Farm use

00 ☐ Other mixed use

J Property Use

131 ☐ Church, place of worship

161 ☐ Restaurant or cafeteria

162 ☐ Bar/Tavern or nightclub

213 ☐ Elementary school or kindergarten

215 ☐ High school or junior high

241 ☐ College, adult education

311 ☐ Care facility for the aged

331 ☐ Hospital

K Outside

124 ☐ Playground or park

655 ☐ Crops or orchard

669 ☐ Forest (timberland)

807 ☐ Outdoor storage area

919 ☐ Dump or sanitary landfill

931 ☐ Open land or field

341 ☐ Clinic, clinic type infirmary

342 ☐ Doctor/dentist office

361 ☐ Prison or jail, not juvenile

419 ☒ 1- or 2-family dwelling

429 ☐ Multi-family dwelling

439 ☐ Rooming/boarding house

449 ☐ Commercial hotel or motel

459 ☐ Residential, board and care

464 ☐ Dormitory/barracks

519 ☐ Food and beverage sales

936 ☐ Vacant lot

938 ☐ Graded/acre for plot of land

946 ☐ Lake, river, stream

951 ☐ Railroad right of way

960 ☐ Other street

961 ☐ Highway/divided highway

962 ☐ Residential street/driveway

981 ☐ Construction site

984 ☐ Industrial plant yard

Looking and enter a property use code only if you have not checked a property use box

Property Use 419

1 or 2 family dwelling

NOTES: 1. Revision 03/11/99

K1 Person/Entity Involved ☐ Local Option ☐ Business name (if applicable) ☐ 412 ☐ 322 ☐ 1544 Area Code Phone Number

☒ Check this box if same address as incident location. Then skip the three duplicate address lines.

Mr., Ms., Mrs. First Name ☐ Norman ☐ MI ☐ Dawkins ☐ Suffix

Number ☐ 400 ☐ Prefix ☐ BARK ST, PGH ☐ Street Type ☐ Suffix

Post Office Box ☐ Apt./Suite/Room ☐ Pittsburgh ☐ City

State ☐ PA ☐ 15214 ☐ Zip Code

☐ More people involved? Check this box and attach Supplemental Forms (NFIRS-15) as necessary

K2 Owner ☐ Same as person involved? Then check this box and skip the rest of this section. ☐ Business name (if applicable) ☐ Area Code ☐ Phone Number

☐ Check this box if same address as incident location. Then skip the three duplicate address lines.

Mr., Ms., Mrs. First Name ☐ MI ☐ Last Name ☐ Suffix

Number ☐ Prefix ☐ Street or Highway ☐ Street Type ☐ Suffix

Post Office Box ☐ Apt./Suite/Room ☐ City

State ☐ Zip Code

L Remarks

Local Option

Arrived on scene of a reported structure fire, smoke showing from the roof line of a two story brick house (39' x 26'), no flames. FF Story took a hydrant. FF Evans and Walker flaked out the 3 section preconnect per my order. Spoke with a man exiting the structure who said there was another man inside, that man exited the building shortly afterward and I informed dispatch that all occupants had exited the building. I entered the building and checked the first and second floors for fire, none found. I asked the occupant if there was a was to the attic, he informed me there was a door inside the closet behind the front door. We removed items from the closet and could see flames in the attic crawl space. I directed FF Evans to start an attack while ff Walker and myself donned our SCBA masks. FF Evans made good progress then myself and FF Walker entered the attic crawl space and extinguished the remainder of the fire. A scan with the TIC proved there were no other hot spots. Assisted with overhaul then picked up our equipment, all items were accounted for. Went back to the station for clean up and crew change.

L Authorization

☐ 2805 ☐ BAUER, MICHAEL J ☐ LT ☐ EN38 ☐ 09 ☐ 13 ☐ 2015
Officer in charge ID Signature Position or rank Assignment Month Day Year

☒ 2805 ☐ BAUER, MICHAEL J ☐ LT ☐ EN38 ☐ 09 ☐ 13 ☐ 2015
as Officer Member making report ID Signature Position or rank Assignment Month Day Year in charge.

02231 FDID ★	PA State ★	MM DD YYYY 9 10 2015 Incident Date ★	38 Station	15-1071169 Incident Number ★	000 Exposure ★	Complete Narrative
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Narrative:

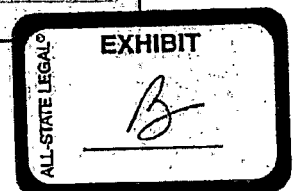
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**IN THE COURT OF COMMON PLEAS OF ALLEGHENY COUNTY, PENNSYLVANIA
CIVIL DIVISION**

COVER SHEET

Plaintiff(s) NATIONWIDE GENERAL INSURANCE COMPANY as Subrogee of Norman and Debra Dawkins	CIVIL DIVISION
	Case Number : GD-17-009962
	Type of pleading : Answer and New Matter and New Matter Pursuant to Pa. R.C.P. 1031.1
	Code and Classification :
	Filed on behalf of Defendant, DirectSat USA, LLC
	(Name of the filing party)
Defendant(s) Vs DIRECTSAT USA, LLC and SEARS HOME IMPROVEMENT PRODUCTS, INC.	<input checked="" type="checkbox"/> Counsel of Record <input type="checkbox"/> Individual, If Pro Se
	Name, Address and Telephone Number : Joseph A. Breymeier, Esquire 1617 John F. Kennedy Blvd. 750 One Penn Center Philadelphia, PA 19103 (215) 568-5116 email: jbreymeier@naulty.com
	Attorney's State ID : 55976
	Attorney's Firm ID :

GD-17-009962



To the herein: *Plaintiffs & Defendants*
You are hereby notified to plead
to the enclosed within twenty (20)
days of service thereof or a default
judgment may be entered.

Joseph A. Breymeier
JOSEPH A. BREYMEIER, ESQUIRE
Attorney for

IN THE COURT OF COMMON PLEAS OF ALLEGHENY COUNTY, PENNSYLVANIA

NATIONWIDE GENERAL INSURANCE
COMPANY as Subrogee of Norman and Debra
Dawkins

vs

DIRECTSAT USA, LLC and SEARS HOME
IMPROVEMENT PRODUCTS, INC.

CIVIL DIVISION

NO. GD-17-009962

JURY TRIAL DEMANDED
BY DEFENDANT and
12 JURORS REQUESTED

**DEFENDANT, DIRECTSAT USA, LLC'S
ANSWER TO PLAINTIFF'S COMPLAINT
WITH NEW MATTER AND NEW
MATTER PURSUANT TO PA. R.C.P.
1031.1**

1. Denied. After reasonable investigation, answering defendant is unable to ascertain the truth or falsity of the averments contained in this paragraph. Strict proof thereof is demanded at time of trial.
2. Admitted.
3. Denied. After reasonable investigation, answering defendant is unable to ascertain the truth or falsity of the averments contained in this paragraph. Strict proof thereof is demanded at time of trial.
4. Denied. After reasonable investigation, answering defendant is unable to ascertain the truth or falsity of the averments contained in this paragraph. Strict proof thereof is demanded at time trial.

JURISDICTION AND VENUE

5. Denied. The averments contained in this paragraph constitute conclusions of law to which no responsive pleading is required pursuant to the Pennsylvania Rules of Civil Procedure. However, and to the extent that an answer may be required, answering defendant after reasonable investigation, is unable to ascertain their truth or falsity. Strict proof thereof is demanded at time of trial.

6. Denied. The averments contained in this paragraph constitute conclusions of law to which no responsive pleading is required pursuant to the Pennsylvania Rules of Civil Procedure. However, and to the extent that an answer may be required, answering defendant after reasonable investigation, is unable to ascertain their truth or falsity. Strict proof thereof is demanded at time of trial.

GENERAL AVERMENTS

7. Denied. After reasonable investigation, answering defendant is unable to ascertain their truth or falsity. Strict proof thereof is demanded at time of trial.

8. Denied. The averments contained in this paragraph constitute conclusions of law to which no responsive pleading is required pursuant to the Pennsylvania Rules of Civil Procedure. However, and to the extent that an answer may be required, answering defendant specifically denies that as of May, 2014, the Dawkinses had satellite television service with DIRECTV. The remaining averments contained in this paragraph are denied as answering defendant, after reasonable investigation, is unable to ascertain their truth or falsity. Strict proof thereof is demanded at time of trial.

9. Denied. The averments contained in this paragraph constitute conclusions of law to which no responsive pleading is required pursuant to the Pennsylvania Rules of Civil Procedure. However, and to the extent that an answer may be required, answering defendant specifically denies that Dawkinses called answering defendant and, upon information and belief, answering defendant, DirectSat, and/or DIRECTV, removed the Dawkinses' satellite dish as set forth in plaintiff's Complaint. The remaining averments contained in this paragraph are similarly denied as answering defendant, after reasonable investigation, is unable to ascertain their truth or falsity. Strict proof thereof is demanded at time of trial.

10. Admitted.

11. Denied. The averments contained in this paragraph constitute conclusions of law to which no responsive pleading is required pursuant to the Pennsylvania Rules of Civil Procedure. However, and to the extent that an answer may be required, answering defendant after reasonable investigation, is unable to ascertain their truth or falsity. Strict proof thereof is demanded at time of trial.

12. Denied. The averments contained in this paragraph constitute conclusions of law to which no responsive pleading is required pursuant to the Pennsylvania Rules of Civil Procedure. However, and to the extent that an answer may be required, answering defendant specifically denies that the cause of the fire was overhead Duquesne Light power lines being in contact with the DIRECTV equipment, which energized the roof's aluminum overhand and roof structure, causing ignition, as set forth in plaintiff's Complaint. The remaining averments contained in this paragraph are similarly denied as answering defendant, after reasonable investigation, is unable to ascertain their truth or falsity. Strict proof thereof is demanded at time of trial.

13. Denied. After reasonable investigation, answering defendant is unable to ascertain the truth or falsity of the averments contained in this paragraph. Strict proof thereof is demanded at time of trial.

COUNT I
NEGLIGENCE VS. DIRECTSAT USA, LLC

14. Answering defendant incorporates by reference herein its answers to paragraphs 1 through 13 of plaintiff's Complaint as if same are set forth more fully herein at length.

15. Denied. The averments contained in this paragraph constitute conclusions of law to which no responsive pleading is required pursuant to the Pennsylvania Rules of Civil Procedure. However, and to the extent that an answer may be required, answering defendant specifically denies that it owed a duty of care to the Dawkinses to remove, reinstall and service the satellite dish in the Dawkinses' property as set forth in plaintiff's Complaint. The remaining averments contained in this paragraph are similarly denied as answering defendant, after reasonable investigation, is unable to ascertain their truth or falsity. Strict proof thereof is demanded at time of trial.

16. Denied. The averments contained in this paragraph constitute conclusions of law to which

no responsive pleading is required pursuant to the Pennsylvania Rules of Civil Procedure. However, and to the extent that an answer may be required, answering defendant specifically denies that answering defendant and/or its employees, agents, servants, subcontractors and/or workmen, breached any duty of care owed to the Dawkinses as set forth in plaintiff's Complaint. Moreover, answering defendant further specifically denies it:

- a. failed to properly remove and reinstall the satellite dish in the Dawkinses' home;
- b. reinstalled the satellite dish in a manner that DirectSat knew or reasonably should have known created an unreasonable risk of harm;
- c. failed to properly reinstall the satellite dish to prevent it from causing a fire and damaging the Dawkinses' property;
- d. mounted the satellite dish too close to the power lines, which caused the power lines to contact the satellite dish and energize the roof structure;
- e. failed to maintain proper minimum clearance between the satellite dish and the power lines;
- f. failed to remove the satellite dish after the Dawkinses ceased their service with DIRECTV;
- g. failed to select competent and skilled employees to perform the work;
- h. failed to properly supervise its agents, servants, workmen and/or employees in the performance of their work;
- i. failed to apply to the work the degree of skill that would ordinarily and customarily be brought to such work by competent and skilled servicemen and/or contractors in and about the relevant community; and
- j. failed to use due care under the circumstances.

The remaining averments contained in this paragraph are similarly denied as answering defendant, after reasonable investigation, is unable to ascertain their truth or falsity. Strict proof thereof is demanded at time of trial.

17. Denied. The averments contained in this paragraph constitute conclusions of law to which no responsive pleading is required pursuant to the Pennsylvania Rules of Civil Procedure. However, and to the extent that an answer may be required, answering defendant specifically denies it was negligent and/or was the direct and/or proximate cause of the fire which resulted in alleged damages as set forth in plaintiff's

Complaint. The remaining averments contained in this paragraph are similarly denied as answering defendant, after reasonable investigation, is unable to ascertain their truth or falsity. Strict proof thereof is demanded at time of trial.

18. Denied. The averments contained in this paragraph constitute conclusions of law to which no responsive pleading is required pursuant to the Pennsylvania Rules of Civil Procedure. However, and to the extent that an answer may be required, answering defendant specifically denies it is liable for any and all damages to the Dawkinses' property that were caused by the loss and paid by Nationwide as set forth in plaintiff's Complaint. The remaining averments contained in this paragraph are similarly denied as answering defendant, after reasonable investigation, is unable to ascertain their truth or falsity. Strict proof thereof is demanded at time of trial.

WHEREFORE, Defendant, DirectSat USA, LLC, demands that plaintiff's Complaint be denied and dismissed and that Judgment be entered in favor of defendant, DirectSat USA, LLC, together with costs and attorney's fees.

COUNT II
NEGLIGENCE VS. SEARS HOME IMPROVEMENT PRODUCTS, INC.

19. Answering defendant incorporates by reference herein its answers to paragraphs 1 through 18 of plaintiff's Complaint as if same are set forth more fully herein at length.

20. Denied. After reasonable investigation answering defendant is unable to ascertain their truth or falsity. Strict proof thereof is demanded at time of trial.

21. Denied. After reasonable investigation answering defendant is unable to ascertain their truth or falsity. Strict proof thereof is demanded at time of trial.

22. Denied. After reasonable investigation answering defendant is unable to ascertain their truth or falsity. Strict proof thereof is demanded at time of trial.

23. Denied. After reasonable investigation answering defendant is unable to ascertain their truth or falsity. Strict proof thereof is demanded at time of trial.

WHEREFORE, Defendant, DirectSat USA, LLC, demands that plaintiff's Complaint be denied and dismissed and that Judgment be entered in favor of defendant, DirectSat USA, LLC, together with costs and

attorney's fees.

COUNT III
BREACH OF CONTRACT VS. SEARS HOME IMPROVEMENT PRODUCTS, INC.

24. Answering defendant incorporates by reference herein its answers to paragraphs 1 through 23 of plaintiff's Complaint as if same are set forth more fully herein at length.

25. Denied. After reasonable investigation answering defendant is unable to ascertain their truth or falsity. Strict proof thereof is demanded at time of trial.

26. Denied. After reasonable investigation answering defendant is unable to ascertain their truth or falsity. Strict proof thereof is demanded at time of trial.

27. Denied. After reasonable investigation answering defendant is unable to ascertain their truth or falsity. Strict proof thereof is demanded at time of trial.

28. Denied. After reasonable investigation answering defendant is unable to ascertain their truth or falsity. Strict proof thereof is demanded at time of trial.

29. Denied. After reasonable investigation answering defendant is unable to ascertain their truth or falsity. Strict proof thereof is demanded at time of trial.

WHEREFORE, Defendant, DirectSat USA, LLC, demands that plaintiff's Complaint be denied and dismissed and that Judgment be entered in favor of defendant, DirectSat USA, LLC, together with costs and attorney's fees.

NEW MATTER

30. Plaintiffs right of recovery may be reduced or barred by the applicable provisions of the Pennsylvania Comparative Negligence Act.

31. Plaintiff may assume the risk of the damages allegedly sustained as set forth in Plaintiff's Complaint.

32. Plaintiff's claims are barred by the applicable Statute of Limitations the applicable provisions of which are incorporated herein by reference.

33. Plaintiff's claims are barred by the Doctrine of Estoppel and Laches.

34. Plaintiff's claims are barred by the Doctrine of the Assumption of the Risk.

35. The alleged damages sustained by the Plaintiff was caused by persons, parties or entities other than this Defendant, including any of its agents, servants and/or employees, and over whom this Defendant has/had no control.

36. The occurrence referred to in the Plaintiff's Complaint was due to the negligence and carelessness of other persons or entities, including their agents, servants and/or employees, who are or are not parties to the herein suit.

37. The damages allegedly sustained by the Plaintiff were not proximately caused by this Defendant.

38. Answering Defendant did not make any express or implied warranties, nor did it breach any express or implied warranties.

39. Plaintiff failed to give timely notice of any alleged breach of warranty, either express or implied, and assuming that said did exist, all claims for breach of warranty are barred.

40. The alleged defective product was not manufactured, produced, distributed and/or sold by this Defendant, including any of its agents, servants and/or employees.

41. If at the time of trial it is established that Answering Defendant designed, manufactured, assembled, marketed or sold any product referred to in the Plaintiff's Complaint, then said product was in an altered or substantially different condition from when it left the control of Answering Defendant thereby releasing Answering Defendant of any and all liability.

42. If it is established at the time of trial that any product described in Plaintiff's Complaint as designed, manufactured, assembled, marketed or sold by Answering Defendant, then said product was misused or abused by the Plaintiff or others which misuse and/or abuse was the proximate cause of the Plaintiff's damages.

43. The sole and proximate cause of any damages allegedly suffered by the Plaintiff was his failure to properly and adequately apprise himself of the construction of the product in question, the condition of the product in question and any warnings and/or instructions regarding its use.

44. Answering Defendant hereby gives notice that it intends to rely upon such other and further

affirmative defenses as may become available or apparent during the discovery proceedings and up to and including trial of this matter, and hereby to so reserve and therefore, assert any such affirmative defenses as well as any of the affirmative defenses that have been asserted by the co-defendant or any other parties to this action, which are incorporated herein by reference as though set forth more fully herein at length.

WHEREFORE, Defendant, DirectSat USA, LLC, demands Plaintiff's Complaint be denied and dismissed with prejudice and that Judgment be entered in favor of Answering Defendant together with costs and attorney's fees.

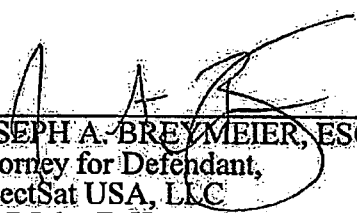
**NEW MATTER CROSSCLAIM PURSUANT TO PA. R.C.P. 1031.1 AGAINST CO-
DEFENDANT, SEARS HOME IMPROVEMENT PRODUCTS, INC.**

38. If the allegations contained in the Plaintiff's Complaint are proven at the time of trial, and liability is found against Answering Defendant, any and all such liability being specifically denied, then Answering Defendant asserts that co-defendant, Sears Home Improvement Products, Inc., are alone liable to the plaintiff, jointly and severally liable to the plaintiff, or liable over to Answering Defendant by way of contribution and/or indemnity.

WHEREFORE, Answering Defendant, demands judgment in its favor and against co-defendant, Sears Home Improvement Products, Inc.

NAULTY, SCARICAMAZZA & McDEVITT, LLC.

BY:


JOSEPH A. BREYMEIER, ESQUIRE
Attorney for Defendant,
DirectSat USA, LLC
1617 John F. Kennedy Boulevard
750 One Penn Center
Philadelphia, PA 19103
(215) 568-5116

IN THE COURT OF COMMON PLEAS OF ALLEGHENY COUNTY, PENNSYLVANIA

NATIONWIDE GENERAL INSURANCE
COMPANY as Subrogee of Norman and Debra
Dawkins

VS

DIRECTSAT USA, LLC and SEARS HOME
IMPROVEMENT PRODUCTS, INC.

CIVIL DIVISION

NO. GD-17-009962


CERTIFICATION OF SERVICE

CERTIFICATION OF SERVICE

I, JOSEPH A. BREYMEIER, Esquire, hereby certify that on Tuesday, August 22, 2017, I served a copy of the *Entry of Appearance* on counsel for Plaintiff and/or all parties of record, via U.S. Mail, First Class, postage prepaid, addressed as follows:

*John P. Encarnacion, Esquire
1601 Market Street
Suite 1040
Philadelphia, PA 19103*


NAULTY, SCARICAMAZZA & McDEVITT, LLC

BY: 
JOSEPH A. BREYMEIER, ESQUIRE
Attorney for Defendant,
DirectSat USA, LLC
1617 John F. Kennedy Boulevard
750 One Penn Center
Philadelphia, PA 19103
(215) 568-5116

DATED: August 22, 2017

VERIFICATION

I, Dan Davis hereby verify that I am the Regional Training Manager for Defendant, DirectSat USA, LLC, verify that the facts set forth in the foregoing *Answer to Plaintiffs' Complaint with New Matter and New Matter Crossclaim* are true and correct to the best of my knowledge, information and belief. I understand that false statements herein are made subject to the penalties of 18 Pa. C.S. §4904, relating to unsworn falsification to authorities.


DAN DAVIS

Nationwide v. DirectSat USA, LLC, et al
Our File No. Z256-33036